Black Hawk County/P.P.M.E. Local 2003 2005-06 CEO 81 Sector 2

Fact Finding Recommendations

Black Hawk County, Iowa	)	
	)	
vs	)	**Iowa PERB Case No. CEO 81/2**
	)	**(#2003 Nurses)**
Public Professional & Maintenance	)	
Employees, Unit 2, International Union	)	
of Painters & Allied Trades (PPME)	)	

Appearances

For Black Hawk County, Iowa

Donald C. Hoskins	-	Attorney, County Representative
Brian Gruhn	-	Attorney, County Representative
Gary Ray	-	County Representative
Sherri Niles	-	Administrator
June Watkins	-	Human Resources Director

For PPME, Unit 2, #2003 (Nurses)

Joe Rasmussen	-	Business Representative
Helida Vaala	-	Bargaining Team Member
Tawnya Albertson	-	Bargaining Team Member
Dale Tanner	-	Bargaining Team Member

Introduction

Black Hawk County, according to uncontested information provided to the fact finder in this case, is the third most populous county in the state of Iowa. Its population stood at sightly over 128,000 at the last census and current estimates are that the population is declining. Current population is projected to stand at about 126,000. Black Hawk county's legislative authority is a five-member, elected board of supervisors who adapt its budget and establish tax rates.

The urban populations of the cities of Cedar Falls and Waterloo, Iowa hold about 80% of the population of the county. Most of the population is concentrated, therefore, in a fairly circumscribed geographical area of the county. The rest is agricultural land that is not highly populated. There are a number of industries in the county specializing in the manufacture of various industrial commodities such as farm equipment and farm equipment parts, and bath and kitchen cabinets. There is also a pork processing plant in the county, and a fairly large hospital and medical center. In addition to this there are the usual large retailers in the county that one would find in comparable counties, as well as companies specializing in financial and mortgage services. According to information provided by the consultants working for the county who were involved in this case the unemployment rate in the county has gone up a bit since the last census and it now stands at about 5.0%.[1]

Black Hawk County provides a range of government services to its population. These include road maintenance, general administrative services, environmental services, and public safety and legal services. Likewise the country provides physical health and social services, and services in the area of mental health and developmental disabilities.

The instant case centers on a labor dispute between the county and the bargaining unit of employees working in the latter service area.

There is currently a labor contract in place between the county and PPME

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[1]Most of this information has been taken from County Exhibit 1.

represented employees which is known in the county as Nurses Unit II. This labor contract runs from July 1, 2005 through June 30, 2006.

The parties have been unsuccessful, to date, in agreeing on amendments to that contract.[2] They have already gone to mediation under the Iowa public sector law and as of this writing still remain at impasse. Absent success with mediation the parties opted to go to fact finding. The authority and limits of fact finding protocols in the state of Iowa under its public sector labor law and under the administration of Iowa's PERB, will be outlined below.

The bargaining unit involved in this dispute has 108 full-time employees and 14 part-time employees. Generally they include employees involved in direct care to residents at the county nursing facility, and resident counselors at the county youth shelter.

For compensation purposes the parties have kept the old tried and true GS (Government Service) vocabulary for the job classifications of the employees covered by the labor contract and the GS roster runs pretty much the full gamut even for a group of employees as small as those in the instant unit. It goes from 1 to 15, and the hourly wage scale for employees filling the classifications in each GS pay grade is pretty much all over the map although the labor representative to these procedures has calculated that the

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[2]The current contact is: Collective Bargaining Agreement between Black Hawk County and Public Professional & Maintenance Employees Local Union 2003, Nurses Unit II (July 1, 2005 - June 30, 2006). The fact finder was provided with a number of different copies of this document and will cite no specific exhibit. All copies are the same.

average hourly wage of the N = 122 employees in the unit is $12.21, with each step increase costing about $0.21. Such information provides an economic profile of sorts of the members of the bargaining unit albeit, as will be observed, the steps are purely academic for most in the unit, because of their seniority in classification,[3] and in addition the $12.21 average does not really provide great insights into the variance of hourly earnings of employees in the unit that runs from less than nine and a half dollars an hour to as high as over nineteen dollars an hour, depending on classification, GS level and so on. Common to governmental service compensation plans, both in civil service systems and in union contracts, the latter of which mostly followed the precedent set by the former as the unionization of public sector employee developed since early 1960s, the contract between the county and PPME Local 2003 or nurses has 6 pay steps. The title of job classifications goes from titles such as developmental and recreation aide (GS-5), to recreation assistant (GS-9) to licensed practical nurse (GS-12) to recreation specialist (GS-15), to give but but some salient examples in order to catch the flavor of the diversity of employees working in the unit.[4] Certainly a factor worth noting, irrespective of any

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[3]Although there is additional compensation that can be gained in addition to annual wage increase + an in-step increase, when applicable, by means of what the parties call longevity increases as outlined in Article 30 of the current labor contract. These are variable monthly bonuses (permanent and ongoing) of sorts directly related to tenure. Those having worked at the county facility from 4-to less than 8 years receive an extra $45.00 per month; those working 8 to less than 12 years receive an extra $55.00 per month and so on. This tops out at $85.00 extra a month for those with seniority of 20 years and above. Article 30 is an interesting clause that this neutral has not seen very often in labor agreements. The idea behind it appears to be one to help control turnover and increase stability in the county's health care work force. Obviously, PERB will also have the occasion to think about all this also this year in view of certain actions taken by the county.

[4]See pp. 28-29 (Exhibits A & B) of the 2005-2006 Collective Bargaining Agreement.

bearing it might have on recommendations framed here by the fact finder, is one already alluded to and this is the following: some two thirds of all of the members of the bargaining unit have topped out in terms of step increases. So for these employees there will be no more compensation increases from that quarter unless, of course, the parties opt to change the number of steps in the future.

This is not the first fact finding exercise that these two parties have been involved in because of bargaining table impasses over the last 8-9 years. They come before the instant fact finder with some experience under their belts. The fact finder has studied two of the earlier set of recommendations proffered to the parties in 1997, and then again in 2003. Certainly some, albeit not all, of the historical issues raised by fact finder Fokkena in 1997 continue to affect the parties' relationship. In 1997 that fact finder provided recommendations to the parties on four items on which they were at impasse: wages, health insurance, hours of work and transfer. In 2003 it was again wages and health insurance that created a problem for the parties on which recommendations were once again offered by fact finder Imes.[5] In 2006 it is not only these latter two issues that have again surfaced as problematical at the bargaining table but hours of work is again on the table, unresolved, as well as a number of other issues that will be outlined below as the fact finder proceeds with his scrutiny and then recommendations on the issues at bar in this case.

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[5]See PPME Exhibits. Not numbered.

This historical evidence would suggest that the parties' union-management relationship has somewhat deteriorated over time, and that things do not seem to be getting any better.[6]

There is also one added ingredient to make the instant fact finding somewhat novel, if not more challenging, than usual. And it is that the county has filed a petition before Iowa's PERB for a ruling on the mandatory vs permissive status of certain proposals by the union on the new 2006-2007 contract, as well as a ruling by PERB on the status of certain provisions already present in the 2005-2006 contract. Such tactics are generally tagged by labor neutrals, as well as academic analysts of the public sector labor relations, as legislative end runs. What cannot be obtained at the bargaining table is shifted to a different forum with the hope of relief. Fortunately the fact finder in these proceedings does not have to get involved with any of this tactical maneuvering which will be dealt with by the competency of PERB. But the fact that this is going on does provide food for thought when the county asks, in its petition to Iowa's PERB, that:

> "...it is the position of the County that (certain provisions of the current contract and/or those proposed by the union for 2005-2006) constitute permissive or illegal subjects of bargaining and that the County is not required to bargain over these proposals nor (be) required to include them as part of the contract between the

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[6]Either that or the parties are getting very good at using Iowa's legislated impasse procedures to get them through the process, sort of the way corporations use Chapter II to solve their economic problems while trying to tell the world that they have not really filed bankruptcy. In addition to the two fact finding recommendations cited here for this particular bargaining unit, Black Hawk county as a whole has been party to three other fact findings, and three other interest arbitrations with other unions since 2004. See County Exhibit I (various).

County and the Union for 2006-2007...".[7]

This is certainly not language that has its origins in an amicable relationship.

On December 28, 2005 the instant neutral was advised by Iowa's PERB that he had been selected by the parties to the instant labor dispute in Black Hawk county, under *Chapter 20* of the *Act* and *Chapter 7* of PERB's rules, to hold a fact finding hearing and issue recommendations for a settlement.

After mutual agreement on a date the parties were advised by the fact finder that a hearing was to be scheduled and it was held on February 3, 2006 at the Black Hawk County Courthouse in Waterloo, Iowa. The hearing started at 10:00 AM and finished in the afternoon. Although fact finding hearings under Iowa law fall under a sunshine provision there were no others in attendance at the hearing except those cited earlier in this Fact finding Report, under title of Appearances. The fact-finder would like to thank all parties present at the hearing for their courtesies and professionalism. Because of a health issue experienced by the fact finder after the hearing an extension for filing these recommendations were graciously granted by the parties. The fact finder would like to acknowledge and thank the parties for their courtesies in that regard.

Statutory Issues

PERB's *Rules* at *Chapter 7* state the following, in pertinent part, about the powers and authority of a fact finder who is chosen or appointed to assist in the resolution of

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[7]State of Iowa Before the Public Employment Relations Board (Case No. 7219) received January 23, 2006. Public document provided to the fact finder by the representation for the union.

bargaining impasses in public sector union-management relations in the state of Iowa.[8] Not all of the provisions at *Chapter 7* are cited here but only those that are/were applicable to the hearing held in Waterloo on February 3, 2006. The parties gave no indication of wanting to engage in any additional mediation exercises, and there was no apparent need for the fact finder to take measures to have any information, in addition to that provided by the parties, subpoenaed. So the provisions found in *Chapter 7* dealing with these matters obviously need not be cited. The principals representing both sides came well prepared to offer their proposals on the issues at stake to the fact finder, as noted. In fact, he has a surfeit of information on this case. The following provisions of *Chapter 7* apply, therefore, to this case.

621-7.4 (20) - Fact-Finding

> **7.4 (2)** Powers of the fact-finder. The fact finder shall have the power to conduct a hearing...The subject of fact-finding shall be the impasse items unresolved by mediation...
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> **7.4 (3)** No party shall present a proposal to the fact finder which has not been offered to the other party in the course of negotiations.
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> **7.4 (4)** Briefs and statements. The fact finder may require the parties to submit a brief or a statement on the unresolved impasse items.
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> **7.4 (5)** Hearing. A fact-finding hearing shall be open to the public and shall be limited to matters which will enable the fact finder to make recommendations for settlement of the dispute.
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> **7.4 (6)** Report of the fact finder. Within 15 days of appointment, the fact

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[8]All citations here are from: Rules of the Public Employment Relations Board. Reprinted from the Iowa Administrative Code, effective October 10, 2001. Des Moines, Iowa.

> finder shall issue to the parties a "Report of Fact Finder" consisting of specific findings of fact concerning each impasse item, and separate therefrom, specific recommendations for resolution of each impasse item...The report shall also identify the parties and their representatives and recite the time, date, place and duration of the hearing sessions. The fact finder shall serve a copy of the report to the parties and file the original with the Board.
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> **7.4 (7)** Action on the fact finder's report. Upon receipt of the fact finder's report, the public employer and the certified employee organization shall immediately accept the fact finder's recommendations to the governing body and the members of the certified employee organization for acceptance or rejection. "Immediately" shall mean a period of not longer than 72 hours from said receipt...
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> **7.4 (8)** Publication of report by Board. If the public employer and the employee organization fail to conclude a collective bargaining agreement ten days after their receipt of the fact finder's report and recommendations, the Board shall make the fact finder's report and recommendations available to the public.
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> .....

621--7.5(20) Binding Arbitration

> **7.5 (1)** Request for arbitration. At any time following the making public by the Board of the fact finder's report and recommendations, either party to an impasse may request the Board to arrange for binding arbitration...

Under Iowa's *Public Employment Relations Act* the parties to a bargaining impasse are at liberty to accept or reject a fact finder's recommendations and then go to binding interest arbitration. The perimeters of decision-making of an interest arbitrator, however, under Iowa's *Act*, are considerably circumscribed. Such is not the case for fact finders. In arriving at their recommendations about given issues at impasse the latter would normally follow, however, the same criteria as interest arbitrators as outlined under the *Act*. These

criteria, stated in the *Act @ 20.22 (9),* are fairly specific. They are as follows, and they will generally be invoked by the fact finder in the instant case, as need and circumstances require.

20.22 (9)

> The (fact finder) shall consider, in addition to any other relevant factors, the following factors:
>
> > **(a)** Past collective bargaining contacts between the parties including the bargaining that led up to such contracts.
> >
> > **(b)** Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
> >
> > **(c)** The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
> >
> > **(d)** The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

Issues at Impasse

To make it a bit more interesting the parties have not seen fit to organize their written proposals for the fact finder in the same order. Nor do they even number them the same which is simply the result of the fact that what is a sub-set item for one party might an item unto itself for the other. Thirty years ago such failure to see eye to eye on such matters as to how to organize one's differences would have perturbed the instant fact finder a bit. But no more. As long as the substance is there the job can get done. In fact,

there is nothing in the statute that says the fact finder has to follow any order proposed by either party when scrutinizing the items at impasse. If there is merit in this it is because the fact finder has latitude to get creative. The fact finder will, therefore, deal with the issues before him in this case in the following sequence. (1) Wages; (2) Health Insurance; (3) Shift Differential; (4) Hours of Work & Scheduling; (5) Overtime & Comp Time; (6) Vacation Pay & Vacation Scheduling; (7) Leaves; (8) Evaluation; and (9) Permissive Subjects of Bargaining. Obviously, (9) is an easy one because that will be ruled on by Iowa's PERB in case No. 7219 which is the proper forum to resolve those petitions involved in that case. The other issues cited above are, however, a different matter. The fact finder will address them now.

Issue No. 1: Wages

Discussion

The union's proposal for change in Article 19, Section 2, including Exhibit "B" of the current labor contract effective July 1, 2006 is as follows:

> the 2007 fiscal year schedule shall be an increase of three percent (3%) over the previous year's fiscal year salary schedule on July 1, 2006, with an additional three percent (3%) increase on January 1, 2007. In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 35 of this Agreement.

The county's proposal for change in Article 19, Section 2 same exhibit of the current contract effective July 1, 2006 is as follows:

> In-grade pay increments for 2006-2007 contract plus a 2% across-the-board (ATB) increase effective at the beginning of the pay period closest to July 1, 2006.

The county also proposes a $1.00 per hour pay grade increase for licensed practical nurses working for the county (GS-12) which would be a one-time pay increase for this classification.[9]

The union states, correctly so, that its real wage increase proposal, since it is bifurcated in six month increments, is not 6% per annum, as the county argues before the fact finder, but only 4.5% per annum. Nevertheless, irrespective of percentage increase, the county argues that it has never had a split increase in any of its contracts with other county employees and this "...change in concept..." ought not be accepted by the fact finder.

So the difference between the two proposals for the whole unit is 2.5% per annum plus the extra cost proposed by the county to unilaterally raise the hourly compensation of the GS-12 LPNs. The latter represents additional outlay since there are at present 17 LPNs working for the county full-time and 1 working part-time. This is a recurring cost of slightly over $2,000 per year per LPN times 17 for an additional cost to the county of slightly more than $35,000.[10] Guesstimating that the 1 part-timer will cost an additional $1,000 per annum, then the real costs of this upgrading of LPN compensation would be in the range of about $36,000 per year on recurring basis. The county's rationale for the LPN unilateral increase is on comparability grounds: it would bring the Black Hawk

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[9]See "Union Positions for Fact-Finding (february 3, 2006)" (No Exhibit #) and "Black Hawk County, Iowa County's Fact Finding Position"/"Fact Finding Black Hawk County Statement of Issues" (County Exhibits I-3 & 5), inter alia.

[10]$1.00 times 40 hours per week time 52 weeks a year = $2 080.00 times 17 = $35,360.00.

LPNs closer to the earnings received by the LPNs at the county home in Dubuque.[11]

Obviously one has to add to this, in terms of real costs, step increases on the part of the unit members, when applicable,[12] as well as payment for longevity in accordance with the provisions found in Article 30 of the current labor contract, cited earlier.

It gets a little complex figuring out what all of this amounts to in terms of total costs, uniquely because of the different places that employees in the unit are in terms of step and longevity increases when comparing the two proposals, but the county states that its proposals for the new 2006-2007 labor agreement is worth an overall 6.84% increase whereas that requested by the union amounts to a 10.58% increase.

Using county data the county argues that albeit is in fact finding with a number of other units at this point, all represented by the union party to these proceedings, it has settled with its other unions and the average settlement has been in the 2.75% range. Thus the proposal here by the union is beyond that range, according to the county, and it would upset the principle of pattern bargaining in the county if accepted by the fact finder. Ushering in the considerable experience that the county has had with fact finders and interesting arbitrators, cited in the foregoing, the county observes that there is unanimity

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[11]The county argues, not unreasonably, that the only comparison group available is the one in Dubuque because only Black Hawk and Dubuque have county homes.

[12]It should be added, which could complicate matters a bit, that step increases are not really automatic because they are not based only on seniority (which is the case in many union contracts) but they are based on seniority plus "...satisfactory work performance...." which must be an evaluation of "...average or higher...". (Article 35). The parties did not mention, at the hearing, that this was a problematical issue and the fact finder has no reason to believe that it is.

of opinion among third party neutrals that pattern bargaining is a past practice in the county. Concurrently the county would want to argue that its 2% increase proposal plus what it is willing to pay extra for the LPNs brings it close, in these proceedings, to the pattern.

Looking at the wage increase history of this unit going back to 1991 the union argues that the increase it is asking is not out of line. There have been years when the increase has been close to what it is asking this year, plus steps. For example, this was the case in 1993 and then again in 1995 when the increase was 4%. Using comparability data only for wage rates the union provides the differences between what this unit's members are earning with other counties and other occupations working in those counties such as those in Linn, Scott, Johnson, Clinton, Polk, Woodbury, Pottawattami counties. The comparisons there are with custodian and food service workers. It also shows, congruent with arguments by the county, that the range of wages for nurses' aides in Black Hawk and Dubuque, the only two counties with comparable job classifications for our purposes here, shows that the bottom and top ranges for this type of job is higher in Dubuque. Same is true for nurses. Further, according to the union, what it is asking is in line with the raise received by the health care workers in Dubuque for this year which is 4%.

Findings and Recommendations on Wages

Comparability is always a tricky issue in these types of proceedings and particularly so with the unit of employees involved in this case. The only reasonable comparable group is the unit working for Dubuque county since that is the only other

county that has medical related personnel doing about the same thing as those under the umbrella of the instant unit in Black Hawk. Although both parties discuss other economic data in their arguments on their wage proposals, they do not basically disagree on the comparability of the Dubuque and Black Hawk employees. The union argues that ATB wage increases in Black Hawk amounts to more for units of employees making more money on average in the county than those of the instant unit. That argument is correct but it applies both across union contracts as well as within different classifications under the same contract. In both one case and the other employees do not spend percentages, as the union argues at one point when addressing COLA increases, they spend dollars. So that argument does not take us too far down the road to any good solution here because the 4.5% the union is asking creates equity problems within the unit itself because GS-11s, for example, start with a higher base than GS-6s and so on.. The only way around this would be to switch to an ATB fixed sum arrangement and neither side asked for that this round of negotiations (except for the LPNs which is a special case).

In view of all of the arguments provided the fact finder believes that the data at stake and the principles he must work with under the statute suggest that a reasonable recommendation is the following. A 2.75% ATB increase for all members of the bargaining unit, and a $1.00 per hour increase for LPNs in order to bring them closer to those doing comparable work in Dubuque county. This recommendation is within keeping with the spirit of pattern bargaining while resolving, for this unit, the special problem of the LPNs. In terms of actual costs this appears to bring Black Hawk somewhat

close to Dubuque which did receive a higher ATB this year but no one apprised this fact finder of any additional special costs incurred because of hourly increases in that county to any one particular group within its unit of covered employees. The union worries that something might be subtracted from whatever compensation increases the unit members receive if the county is successful with PERB on the issue of converting the longevity language in Article 30 to permissive status. The fact finder has no control over that but in view of certain other information of record on which he need not dwell it would appear that this worry by the union might be academic.

The recommendation is that the wage increase(s) become effective on the date itself of July 1, 2006. The county comes up with a different set of ideas about the effective date of the wage increase for the employees covered by this unit to be an increase "...effective at the beginning of the pay period closest to July 1, 2006...". If the fact finder understands this, and he is not sure that he does, or that anybody does for that matter, this appears to open the possibility of a pay increase becoming effective in part either before or after the date of July 1, 2006 depending on when a pay period starts and so on. So then we might have contracts overlapping and/or contracts with a hiatus.[13] Best to steer clear of such arcane, and maybe impossible to implement, ideas. The effective date of the recommended wage increase is July 1, 2006. The last effective date of the prior contract's wage scale is June 30, 2005 just as the frontispiece of that document

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[13]Figuring out how all this would work would certainly lead to a few arbitration cases and it might not be totally opposed by the confraternity of practicing labor neutrals.

states. The county proposes to delete pay grades GS 13-15. There are currently no employees in those pay grades. But there are also no employees in certain other pay grades in the bargaining unit i.e. 1-4, 7, etc. The full intent of this proposal by the county is unclear to the fact finder and he remands this issue back to the parties for a future set of negotiations.

Issue No. 2: Health Care Insurance

Discussion

Article 21 of the current labor contract deals with various types of insurance coverages as employee fringe benefits. At stake in this section is the parties' proposals and counter-proposals for amending only Article 21, Section 1 which deals with health care insurance. Health care costs remain one of the more problematical issues in union-management negotiations in the 21st century, and in the U.S. work place generally. Thank god we can talk about it here because at present some 44 million Americans have no health care insurance and for them there is nothing to talk about.

The county currently provides permanent full-time employees and their dependents the Employer's Preferred Provider group health insurance effective after an employee's initial 90 days of employment. Employees electing single coverage now contribute $25.00 as a monthly premium. Employees electing dependent coverage contribute $75.00 as a monthly premium. The union proposes to keep the single coverage premium the same starting July 1, 2006 and to raise the dependent coverage premium to

$90.00 from $75.00.

The proposal by the county is that monthly contribution to the premium to raised to $50.00 for single employees, and to $100.00 for dependent coverage.

In addition the county proposes to increase a whole range of deductibles and co-payments under the current Preferred Provider Plan. The single deductible would be raised from $250.00 to $500.00. The family deductible would be raised from $500.00 to $1,000.00. Co-pays per office visit would be raised from $10.00 to $20.00. Out-of-pocket maximums for singles would be raised from $750.00 to $1,000.00 and for families from $1,500.00 to $2,500.00. There would also be increases for prescription drugs spelled out in dollar amounts as opposed to percentages in the current contract for generic, formulary and non-formulary drugs. The same is true for its proposal on 90-day mail order prescriptions with new specific co-pays for generic, formulary and non-formulary drugs, with the benefits for the last 30 days of that 90 day period eliminated. Deductible maximums for non-network providers would be almost tripled for both singles and families with the proposed maximums going from $600.00 for singles to $1,500.00, and from $1,200.00 for families to $3,000.00. Out-of-pocket maximums would be doubled for both singles and families with the maximums for the former now proposed to be $3,000.00 (from $1,500.00) and $6,000.00 (from $3,000.00).

The employer proposes to keep the drug deductibles separate from the out-of-pocket maximums for a proposed $1,000.00 for singles, and $2,500.00 for families. The latter would be accomplished by eliminating the current language of contract which states

the following in Article 21, Section 1 under title of plan provisions:

> - No separate drug deductible
> - Drug co-payments are included in the employee's out-of-pocket maximum with their medical expenses.

Under the current Preferred Provider Plan there is a co-payment of $10.00 (per PPO Office visit). The union's proposal is to eliminate that $10.00 co-payment.

Lastly, the union proposes to add to the current labor contract the following language under title of Health Savings Account Alternative:

> As an alternative to enrollment in the above Preferred Provider Plan (PPO), the Employer will offer all insurance-eligible employees a choice of enrollment in a Wellmark Blue Cross-Blue Shield Priority Health Savings Account (HSA) plan. The HSA plan will offer the minimum-allowable deductibles under federal regulations, and out-of-pocket maximums which are twice the deductible amounts for single and family coverage. If the employee selects single coverage in the HSA, the Employer will pay the full single premium for such coverage, and any difference between the full single premium of the PPO and the single premium of the HSA shall be paid to the employee's health savings account. If the employee selects family coverage in the HSA, the Employer will pay the full family premium for such coverage, and any difference between the full family premium of the PPO and the family premium of the HSA shall be paid to the employee's health savings account. Employees may make voluntary payments to their health savings account to the maximum allowable under federal regulations by the use of payroll deduction.

Findings & Recommendations on Health Insurance

The fact finder will incorporate the rationale of the parties in this section of these fact findings as a simple matter of economy in dealing with this rather complex set of proposals because of the many changes proposed for the new contract as opposed to the language of the current one.

First of all, the county also proposes to amend the current language of contract

which states, at Article 16, Section 1: "The employer agrees to maintain group health insurance for each employee (ADD: *substantially*) equivalent to that in effect on the effective date of this Agreement." Such language could have unknown ramifications on the whole health insurance provision of the labor contract. It is rejected out of hand by the fact finder.

Secondly, the large number of changes in deductibles, co-payments, out-of- pocket maximums, prescription and non-network proposed by the county, and their magnitude, are in need of rationale that the fact finder cannot find. As a first matter, partialling out pharmacy expenses from the proposed out-of-pocket maximums proposed, which themselves are increased substantially in the county's proposal, could have a devastating effect on either a single or a family with an ongoing medical maintenance issue that required drugs or pharmacy related supplies.

Although there is obviously some variance in earnings of members of the bargaining unit here the fact finder would be remiss in not keeping in mind that the mean hourly rate earned by these employees is just a bit more than $12.00 per hour, with an average annual income of less than $25,500.00.[14] Thus, all of the changes proposed by the county are just whistling dixie. They would effectively put health care costs beyond the purview of almost all of the members of the bargaining unit if they themselves, or a family member, had any relatively serious, and ongoing illness in any given year in the

[14]Which put them about $6,000.00 above the U.S. census bureau's poverty level baseline.

future. There is a history of increasing employee contributions to premiums that the union has documented that has been both moderate and gradual in the past rounds of negotiations. That is a model, given the wage recommendations proposed already, which applies here and not any other. These considerations have to be coupled with the fact that the county's health care reserves appear to be holding somewhat steady albeit they are below what consultants have told the county they ought to be. The county argues, reasonably so, that under funding of a self-funded insurance plan such as the county has is courting disaster. Of course, the other side of the coin is that burdening employees with health care costs that they would have no way of paying is doing the same.

PPME unit 2 cannot bear the brunt of any health care liability costs that the county may claim it has since they are but one group of employees among many others working for the county. But concurrently, the fact finder sees no reason why these employees ought not share in a reasonable manner some of the costs that are increasing, unfortunately, faster than the CPI in other areas. But there is some experience already in Black Hawk county for 2006-2007 with other units and settlements that they have agreed to on health care costs. There is no reason why the principle of pattern bargaining ought not apply here as well as in the arena of wages, discussed earlier.

Findings and Recommendations on Health Care Insurance

The current language in Article 21, Section 1 of the parties' 2005-2006 labor contract shall remain unchanged, except for the following recommended amendments. Single employee contributions to health care premiums shall be $50.00 per month, and

contributions to health care premiums by employees electing dependent coverage shall be $100.00 per month. Employee maximum deductibles for in Network shall be $500.00 for singles, and $1,000.00 for those electing dependent coverage. Co-pays for office visits in the Preferred Provider Plan shall be $15.00. Effective date for these changes shall be July 1, 2006. The union's proposal for a Health Savings Account Alternative plan is rejected by the fact finder for the 2005-2006 contract year.

Issue No. 3: Shift Differential

Discussion

The current language on shift differential is found in Article 14, Section 5 of the parties' labor contract. This provision states the commonly used procedure of paying an employee a premium for working hours that would normally be considered inconvenient or hours which would disrupt other social aspects of one's life. In this particular labor contract such normal work day is defined, in Article 14, Section 2, as 6:00 AM to 1:59 PM. Any time-frame outside that, or any requirement that one work what is called swing shifts (rotating between 1, 2 and 3rd shifts in any one payroll period) makes an employee eligible for shift differential pay. Depending on the work time in question that shift differential pay varies from $0.25 to $0.50 per hour. Certain kinds of aides normally fall under a GS-5 classification. If they have to provide clients with medication this also makes them eligible for extra pay which is not a shift differential per se but what happens is that they are bumped up to a GS-6 classification and the hourly pay rate of that

position. So it is a sort of type of pay differential procedure used.[15]

The county has a proposal on shift differential which obviously is meant to save some money. It proposes that the following language be added to Article 14: "Shift differential shall only be paid on straight time and overtime hours actually worked. Paid leave time shall not be subject to shift differential".

The apparent meaning of this proposal is that shift differential not be paid on all paid leave days, vacation time off and so on.

The fact finder rejects this novel notion on grounds that it is common practice in both the public and private sectors for employees to receive the same wage rate on paid days off that they receive while working. Consistency in compensation practices is the norm. The fact finder has not found sufficient rationale in the record before him in this case to motivate him to want to deviate from that established norm.

Findings & Recommendations on Shift Differential

The recommendation is that the language found in the current labor contract at Article 14, Section 5 remain unchanged.

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[15]The language of Article 14, Section 5 references a "nurse aide". There is no such classification per se listed in Exhibit "A" of the labor contract but that Exhibit does list a "certified nursing assistant". It is supposed that this is the classification that Article 14, Section 5 is referring to. There are classifications of "aides" but they do not seem to fall, by definition, under the type of work that Article 14, Section 5 seems to reference i.e. "developmental Aide" and "recreation aide".

Issue No. 4: Hours of Work & Scheduling

Discussion

The parties have proposals on the issues of hours of work/work scheduling and overtime. These issues can reasonably be considered to be closely related but they will be dealt with separately in these Findings as an analytical matter. Depending on who is interested they also differentially fall under the mandatory/potentially permissive language of the state statute which ought not deter, however, the fact finder in this case from forging ahead.[16]

As was the case with the issue of shift differential, addressed by the fact finder in the foregoing, the issues of hours of work/work scheduling and overtime deal with proposed amendments to Article 14 of the current labor contract.

The current contract defines the work week in Section 1 and it deals with work scheduling in Section 10 of Article 14. The provisions on overtime are found in Sections 8 & 9 of Article 14. Definition of the work week and scheduling will be dealt with in this section of these Findings. Overtime issues and scheduling thereof will be dealt with in the next section of these Findings.

Article 14, Section 1 of the current labor contract does not really have a definition of a work week. It only has a definition of a "probably work week" to read: "...for all unit employees, the probably work week will be forty (40) hours...".The county wants to stay

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[16]The same is true, of course, for Item No. 3 already discussed and this will re-surface with matters to be considered at a later point in this Recommendations such as Item No. 9.

with that language. The union wants to eliminate the adjective, "probable" in Article 14, Section 1 and retitle this section simply as: "Work Week". And then the union proposes the following language for this Section:

> The normal work week for a full-time employee shall be thirty-two hours or more with all benefits. The normal work week for a part-time employee shall be less than thirty-two hours with pro-rated vacation and insurance benefits. Part-time employees working less than fifteen hours per week receive no benefits.

The union argues that this definition of the work week for full-time and part-time employees is generally consistent with the language on these same subjects found in the Dubuque health care facility labor contract which is the only comparable group with which Black Hawk can be compared in this instance.

The fact finder will observe that there appears to be a contentious history behind this very basic issue of the definition of the work week for employees in this unit who have either full-time (the majority) or part-time status. He further observes that Article 14, Section 1 does not offer a solution to this issue. It behooves the fact finder to offer some recommendations on this matter, and it behooves the parties to get their signals straight on something this basic without floundering around with vague and indefinite vocabulary about "...probably work weeks..." and so on. It is very uncommon for employers to deal with employer-employee relationships in this manner. Employees do not want to know when they will "probably" work, and managers need more to hang their hat on when scheduling and so on. Contingent to this are an additional bevy of problems related to benefits and so on. Obviously, if there are cut-backs this employer can do what

every other employer does and engage in lay-offs and so on. But the definition of the work week affects those who remain at work, and not those who are victims of cut-backs.

. The current language on scheduling of work for employees by the employer found in Article 14, Section 10 is at present fairly succinct and rather easy to understand and, the fact finder opines, to apply. The current language will be cited here for the record and it says:

> Employees' two (2) pay period (four week) work schedules will be posted by the Employer at least three (3) weeks in advance. The posted work schedule will not be changed at the employee's request except in the case of an emergency or an approved request for time off. Employees shall not be required to find their own replacements in order to have time off request approved. Except for emergencies and involuntary overtime assignments, schedule changes shall be notified to the employees at least three (3) days in advance.

The fact finder has studied the relatively complex set of proposals offered by the union on scheduling and he hesitates to endorse these for a variety of reasons, not the least of which is that the internal work complexities of the employer in this case, in all of its shades of color and requirements, have not been properly documented for the fact finder. The fact finder is also aware that the county's consultants' solution to this problem is to either keep the language of contract as is, or to cut it off at the knees before PERB and eliminate this issue altogether from the forum of union-management negotiations. The latter has not yet happened, but it could. Irrespective, in the interim, the fact finder does not find the current language of Article 14, Section 10 to be unreasonable nor unworkable and his recommendation is that it not be changed.

Findings & Recommendations on Hours of Work & Scheduling

The recommendation is that the parties replace Article 14, Section 1 of the current labor contract with the following language under title of: "Work Week" and remove the title: "Probable Work Week". The fact finder has not opted for a thirty-two (32) hour definition of the work week for full-time, permanent employees, irrespective of what is found in Dubuque's contract, for the simple reason that occupational work weeks in the U.S. in all sectors are normally defined as forty (40) hours and not less.[17] Definitions of part-time employment is a different matter. The recommendation for language of Article 14, Section 1 is, therefore, as follows:

> The work week of a permanent, full-time employee shall be defined as forty (40) hours per week, or eighty (80) hours in a fourteen (14) day work period. Full-time employees shall be entitled to full benefits as so stated in the labor contract. This language is to be effective July 1, 2006.
>
> The work week of a permanent, part-time employee shall be defined as less than thirty-two (32) hours per week, but more than twenty (20) hours per week. Permanent part-time employees shall have seniority rights and all other benefits as as so stated in the labor contract effective July 1, 2006.

The recommendation on Article 14, Section 10 is that the language of the current labor contract not be changed.

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[17]The parties already recognize this. For example, in Article 25, Section 1 dealing with vacations time off for vacation after one year is 40 hours and so on. What is 40 hours? It is obviously a week off with pay.

Issue No. 5: Overtime & Comp Time

Discussion

This is another issue found in Article 14 of the current labor contract. First there is the matter of Article 14, Section 4 that the union wants to change. The current language of that provisions states the following which is cited here for the record under title of: Reporting Time:

> All employees may be required at the discretion of management to report to their work stations at least ten (10) minutes prior to the start of their assigned shifts. The ten minute reporting period shall be used to brief staff, exchange resident information, and shall be with pay.

So if an employee comes ten minutes early to start work because of a management request to do so, then that employee will be paid for that ten minutes. The union proposes some changes in this provision and wants the following language added that would include also the request to stay ten minutes after the shift is finished and that both one and the other be subject to overtime pay in accordance with Article 14, Section 9 (B.) which deals with involuntary overtime.

The fact finder will note that it is not uncommon in many work environments for employees to come a bit early or leave a bit late particularly during shift changes in order to be apprised of, or to apprise their replacements, of issues that need to be addressed during the continuum of work. In many cases employees are not paid for this little bit of extra time although purists might argue that employees ought to be paid for every minutes they put in. Such disregards the normal give and take of the work place that must be

considered where matters related to getting jobs done properly and competently sometimes off-set micro considerations related to minute by minute compensation. If employees are required to come in ten minutes early they are already paid at straight time rate for that time under the current contract. The union's two pronged proposal asked that this be converted to OT pay, and that the same apply if employees have to stay a bit after work.

As a matter of consistency and logic, irrespective of any other considerations, the union has a good point about the receipt of pay for involuntary extra time after work, if already paid for the same before work. In fact, it would not make much sense to be paid for one and not the other. So the fact finder will recommend accordingly.

An additional proposal by the union is that overtime may be taken in either cash or in compensatory time with accumulations of the latter to be carried over at a maximum from year to year. This proposal is rejected by the fact finder.

The county has a proposal dealing with changes that it wants in Article 14, Section 8 of the current labor contract which deals with full-time employees. The county wants to change how overtime eligibility is calculated when it is a question of leaves. At present an employee is eligible for overtime rate when working beyond 8 hours in a day, or if called in on his/her regularly scheduled day off. But to be eligible for overtime pay when called in on a scheduled day off, the employee is not permitted, under the current language of contract, to have taken a sick day with pay off during the work week in question. The county wants to extend this latter notion to include "...any paid leave,

including sick leave" in new language it wants to insert into this provision.

The employees are eligible for a variety of different days off with pay, including eleven (11) paid holidays with pay (Article 17) which includes the employee's birthday which does not even have to be taken on that actual day itself.[18] At present, when any of these days fall within a work week the employee still receives overtime pay if they work on their scheduled day off unless they have taken one day off that week with a paid sick day. The employer's attempt to extend that to any of the other days is not a matter that ought to be dealt with by a fact finder since there are deeply rooted expectations at stake here in terms of prior practices. This is one of those type of issues that the parties themselves ought to deal with at the bargaining table. This proposal by the county, while interesting, is rejected by the fact finder.

Findings & Recommendations on Overtime & Comp Time

The recommendation is that the language of Article 14, Section read, effective July 1, 2006:

> All employees may be required at the discretion of management to report to their work stations at least ten (10) minutes prior to the start of their assigned shifts or remain on-duty at the end of the shift for a maximum of ten minutes. The ten minute period either before a shift or at the end of a shift shall be used to brief staff, exchange resident information, confirm arrival of employees on the next shift, and shall be with pay at straight time rate.

The fact finder rejects the request for overtime pay for the time here in question.

The recommendation is that the union's proposal that overtime may be taken in

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[18]Which can be taken 7 days before or after the actual birth date.

either cash or comp time be rejected for the forthcoming labor contract.

The recommendation on Article 14, Section 8 is that no changes be made for the forthcoming labor contract effective July 1, 2006.

Issue No. 7: Vacation Pay & Vacation Scheduling

Discussion

The current language on vacations is found in Article 25 of the parties' labor contract. The union does not want any changes for 2006-2007 but the county does. First of all, the county proposes a change in the rate of pay for vacation time. Current language at Article 25, Section 6 says:

> Vacation pay will be at the employee's normal pay for the day or week for which he would have been regularly scheduled to work.

The county wants to add the following to that language: "...less any shift differential...".

Vacations are normally paid at what is called the pro rata rate of pay. This is rate an employee receives for working an assignment or classification as outlined in the labor contract. If such compensation includes shift differential as normal assignment, then that is pro rata rate. Article 14, Section 5, discussed earlier, lays out the perimeters of the manner in which shift differential is paid. There is no recommendation in these Findings that this be changed. Likewise, there are no recommendations that the proposal by the county here be accepted. Why should an employee receive vacation pay for a shift and assignment that he or she might not be working prior to the time that vacation is taken? There is no good rationale for the county's proposal on this particular point.

Next the county proposes some changes on the current contract language dealing with vacation scheduling which is found in Article 25, Section 4. The fact finder has studied the rather long and quite well constructed provision, in his estimation, on scheduling vacations that is found at Article 25, Section 4 of the current labor contract. He has also studied the fairly long replacement language offered by the county and it is less than clear to the fact finder whether the latter represents much improvement over the former albeit certain requested changes do appear to make sense in terms of the efficient management of the health care facility and in terms of what appears to be the norm at other employers in both the private and public sectors. The administrator of the facility where members of the unit work did testify at the hearing that she thought that she needs a degree of flexibility in scheduling vacations and the fact finder in not unmindful of such needs at an employer as complex as the one in question here. One problem appears to center on priority requests for partial days of vacation submitted between March 1 and April 1 for the next fiscal year. According to Sherri Niles who testified at the hearing this is a recent problem that has surfaced that she would like to have corrected. Current language which permits non-priority vacation requests of not less than two (2) hours would normally tend, in the mind of the fact finder, to create administrative nightmares. Very few employers, indeed, in the years of experience of this neutral, permit scheduling of vacations for less than one full work day. The lack of restrictions in scheduling vacation time on week-ends also appears to lead to similar type consequences given the seven day a week service requirements that the county has to the constituency of this

facility.

The fact finder would hesitate getting involved in suggesting changes that affect the internal culture of this health care facility but he does see the rationale and reasonableness of certain requested changes by the county and he will honor these albeit in a limited manner in these recommendations. The fact finder will do so, if for no other reason, than that they make good sense.

Findings & Recommendations on Vacation & Vacation Scheduling

The recommendation is that there be no changes in the language of Article 25, Section 6 of the current labor contract.

The recommended language for Article 25, Section 4 of the labor contract effective July 1, 2006 is as follows.

> Vacation shall be scheduled with the approval of the employer who shall endeavor to schedule vacation with regard to maintaining the department's operating efficiency, and insofar as possible, in accordance with the employee's preferred requests. Employees may submit priority vacation requests for the next fiscal year between March 1 and April 1 of each calendar year. These priority vacation requests shall be approved or disapproved no later than May 1. Conflicting priority vacation requests shall be awarded on the basis of the greater seniority. Priority requests shall only be permitted for one full shift or multiples thereof. Non-priority vacation requests submitted after April 1 shall be awarded on a first come-first served basis. Such non-priority requests shall be approved or disapproved by written notice to the employee within seven (7) calendar days of the employee's written request. Such requests shall only be for one full shift or multiples thereof. Once a vacation request is approved, it may not be changed without the consent of the employee. Non priority vacation requests for week-ends may be restricted by the employer in view of maintaining the department's operating efficiency. Good faith efforts shall be made by the employer to distribute vacation requests for week-ends as equitably as possible.

Issue No. 8: Leaves

Discussion

There are two different proposals before the fact finder with respect to leaves which are unrelated. So they will be dealt with as separate matters.

The first is the proposal by the union with respect to Article 13, Section 3 of the current labor contract which deals with union stewards. At present, stewards may investigate and process grievances during their shift with the permission of their immediate supervisor. This Article states nothing about stewards attending any other functions related to the negotiation of contracts or participating in the event of impasse procedures and so forth. Nor does it say anything about elected bargaining team members elected by their peers in the unit who may or may not be stewards. The union wants to change the language of Article 13, Section 3 by inserting language dealing with both the negotiation (and all that that implies) and the administration of its labor contract by representative from the bargaining unit.

This fact finder has dealt with such matters as those at stake here in the past in the state of Iowa and he will reiterate here what he has stated before. Union-management relations represent a bi-lateral approach to problem solving in the arena of employee relations protected under law. The approach makes no sense, including the implementation of unit members' due process rights in arbitrations, if it is not conducted on a level playing field. This mind-set is fundamental to the process.

The union representative states that it is common practice for this unit's elected representatives, both stewards and bargaining team members, to conduct all union business with the employer while on work time. This is not denied in the record. When such happens the union stewards are not paid. Obviously the stewards have to conduct that business with someone. That would be with management representatives or outside hired counsel or consultants. The next question is: are these latter paid while conducting such business during normal working hours? The answer to that is self-evident. Of course, they are. For example, when the fact finding session was being conducted, all those on the management side of the table were being paid. But no everyone on the labor side was. Since that is the case there is no need to be a rocket scientist to recognize that there is something fundamentally wrong with this picture. The proposal by the union is one which corrects this and which brings this union-management relationship in Black Hawk county, in both spirit and fact, into the 21st century. Anyway, it appears that such up-to-date language already exists at this county with some of the other bargaining units. The same is true for labor contracts in other counties in Iowa.

The county, in turn, has a proposal for Article 8, Section 6 of the current labor contract. At issue here is whether the employer, or the employee decide to use negotiated paid leaves found in the labor contract while on leave under the 1993 Federal Family and Medical Leave Act (FMLA). Under the current language in the labor contract the employee has that unilateral option and/or can use paid leave of absence prior to starting an unpaid FMLA leave. An exception is found in the following language of the current

labor contract at Article 8, Section 6 which provides the employer the right to require a unit member to use accumulated paid sick leave while taking a FMLA leave "...in case of a personal FMLA illness...".

The fact finder would observe that paid leave days are, by definition, fringe benefits accruing to the bargaining unit members obtained by means of mutual and free negotiations at the bargaining table. Under the normal scenario such days are taken by choice by the unit member, to whom they belong, rather than at the dictate of the employer whose obligation, freely negotiated once again, is to pay for them. There are obvious exceptions when such days as paid holidays are at stake since these are determined by the calendar, and not by either party. Irrespective, the rationale for the employer, in this case, for attempting to impose its will on the unit members to take paid days such as vacation time, comp time, personal leave and so on, while on FMLA leave, is unclear. Since that is so the fact finder will recommend that there be no changes in the language of Article 8, Section 6 of the current labor contract. As a practical matter, it would also be good for the parties to gain more experience with using accumulated paid sick leave while on personal FMLA illness leave before attempting to make any additional changes to Article 8, Section 6 of the current agreement.

The county also proposes that Article 15, Section 9 be slightly amended to include the elimination of the prefatory language which states: "...For the purpose of this chapter...". Maybe the fact finder has spent too much time with these issues and certain ideas of great importance are escaping him. If so, such is the case here. This whole

Article deals with sick leave. Article 15, Section 9 deals with how hire-in date affects credited sick leave benefits. So the prefatory language is either harmless or it points to what is self-evident anyway. No changes in this language of Article 15, Section 9 are recommended.

Findings & Recommendations on Leaves

The fact finder's recommendation is that the language of Article 13, Section 3, effective on July 1, 2006, read as follows.

> Employees designated as stewards or bargaining team members by the union shall receive a paid leave of absence for the employees' hours of work necessary to attend joint collective bargaining negotiations, meditations, fact-findings, interest arbitrations, or steps of the grievance procedure and grievance arbitrations.

The fact finder recommends that there be no changes in the language of Article 8, Section 6 of the current labor contract.

Issue No. 9: Evaluations

Discussion

Article 20 of the current labor contract deals with evaluations. The last sentence states the following which is cited here for the record: "Employees may grieve the results of a below-average evaluation if it results in the loss of a merit increase". The union proposes a shorter, but more encompassing sentence which would read: "Employees may grieve the results of a below-average evaluation". Evaluations are appropriate subject-matter for grievances. A below-average evaluation, under Article 35 can lead to a loss of an in-grade pay increment. But what happens if an employee is at the top of the pay

increment scale and receives a below-average evaluation? They could not lose a merit increase because there is none to lose. But if they thought the evaluation was incorrect could they then grieve it? Under the current language of Article 20 the logical answer, at least, is: no. This could be a problem in this unit since so many of the members of the unit are already at the top of their in-grade pay scale. Thus the language of Article 20 should be corrected and the fact finder is amenable to doing that. The county's approach to evaluations this round of negotiations is found in Case No. 7219 filed before PERB.

Findings & Recommendations on Evaluations

The fact finder's recommendation is that the language of the last sentence of Article 20 of the current labor contract be amended to read as follows and that it become effective on July 1, 2006:

Employees may grieve the results of a below-average evaluation.

Issue No. 10: Permissive Subjects of Bargaining

Discussion

See various comments throughout these Findings.

Findings & Recommendations on Permissive Subjects of Bargaining

The fact finder offers no recommendations on this subject.

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Recommendations in Capsule

Taking into consideration the criteria outlined in the *Act @ 20.22 (9)* in addition to

"...any other relevant factors...", as discussed in the foregoing, including the budgetary data provided by the county to the fact finder, the fact finder makes the following recommendations which he is persuaded are within the county's ability of pay and are within the reach of both parties to honor in good faith.

Wages.

A 2.75% ATB wage increase for all members of the bargaining unit and an additional $1.00 per hour increase for LPNs. The effective date of these increases shall be July 1, 2006.

Health Care Insurance

The current language in Article 21, Section 1 of the parties' 2005-2006 labor contract shall remain unchanged except for the following recommended amendments. Single employee contributions to health care premiums shall be $50.00 per month, and contributions to health care premiums by employees electing dependent coverage shall be $100.00 per month. Employee maximum deductibles for in Network shall be $500.00 for singles, and $1,000.00 for those electing dependent coverage. Co-pays for office visit in the Preferred Provider Plan shall be $15.00. Effective date for these changes shall be July 1, 2006.

The union's proposal for a Health Savings Account Alternative plan is rejected by the fact finder for the 2005-2006 contract year.

Shift Differential

The recommendation is that the language found in the current labor contract at Article 14, Section 5 remain unchanged.

Hours of Work & Scheduling

The recommendation is that Article 14, Section 1 be entitled: Work Week, and that the language of that provision read as follows:

> The work week of a permanent, full-time employee shall be defined as forty (40) hours per week, or eighty (80) hours in a fourteen (14) day work

period. Full-time employees shall be entitled to full benefits as so stated in the labor contract. This language is to be effective July 1, 2006.

The work week of a permanent, part-time employee shall be defined as less than thirty-two (32) hours per week, but more than twenty (20) hours per week. Permanent part-time employees shall have seniority rights and all other benefits as so stated in labor contract effective July 1, 2006.

The recommendation is that the language of Article 14, Section 10 of the current labor contract remain unchanged.

Overtime & Comp Time

The recommended change in the language of Article 14, Section 4 of the current labor contract is as follows.

All employees may be required at the discretion of management to report to their work stations at least ten (10) minutes prior to the start of their assigned shifts or remain on-duty at the end of the shift for a maximum of ten minutes. The ten minute period either before a shift or at the end of a shift shall be used to brief staff, exchange resident information, confirm arrival of employees on the next shift, and shall be paid at straight time rate.

This language is to be effective July 1, 2006.

The recommendation is that there be no changes in the language of Article 14, Section 8 of the current labor contract.

Vacation Pay & Vacation Scheduling

The language of Article 25, Section 6 of the current labor contract shall remain the same.

The recommended language for Article 25, Section 4 of the labor contract, effective July 1, 2006 is as follows.

Vacation shall be scheduled with the approval of the employer who shall endeavor to schedule vacation with regard to maintaining the department's operating efficiency, and insofar as possible, in accordance with the employee's preferred requests. Employees may submit priority vacation

requests for the next fiscal year between March 1 and April 1 of each calendar year. These priority vacation requests shall be approved or disapproved no later than May 1. Conflicting priority vacation requests shall be awarded on the basis of seniority. Priority requests shall only be permitted for one full shift or multiples thereof. Non-priority vacation requests submitted after April 1 shall be awarded on a first come-first serve basis. Such non-priority requests shall be approved or disapproved by written notice to the employee within seven (7) calendar days of the employee's written request. Such requests shall only be for one full shift or multiples thereof. Once a vacation request is approved, it may not be changed without the consent of the employee. Non priority vacation requests for week-ends may be restricted by the employer in view of maintaining the department's operating efficiency. Good faith efforts shall be made by the employer to distribute vacation requests for week-ends as equitably as possible.

Leaves

The recommendation is that the language of Article 13, Section 3, effective on July

1, 2006, read as follows.

> Employees designated as stewards or bargaining team members by the union shall receive a paid leave of absence for the employees' hours of work necessary to attend joint collective bargaining negotiations, meditations, fact-findings, interest arbitrations, or steps of the grievance procedure and grievance arbitrations.

The fact finder recommends that there be no changes in the language of

Article 8, Section 6 of the current labor contract.

The fact finder recommends that there be no changes in the language of

Article 15, Section 9 of the current labor contract.

Evaluations

The fact finder's recommendation is that the language of the last sentence

of Article 20 of the current labor contract be amended to read as follows and that it

become effective on July 1, 2006:

Employees may grieve the results of a below-average evaluation.

Permissive Subjects of Bargaining

The fact finder offers no recommendations on this subject.

Edward L. Suntrup
Fact Finder

Issued: March 18, 2006

CERTIFICATE OF SERVICE

I certify that on the 18 day of MARCH, 20 06, I served the foregoing Report of Fact Finder upon each of the parties to this matter by (_____ personally delivering) (__X__ mailing) a copy to them at their respective addresses as shown below:

I further certify that on the 18 day of MARCH, 20 06, I will submit this Report for filing by (_____ personally delivering) (__X__ mailing) it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.

EDWARD L. SUNTRUP Fact-Finder
(Print name)